

whose hands it may be found. (j) These principles however apply only to cases where an alienation has been made by an heir or devisee before the institution of a suit by a creditor for the purpose of subjecting the real estate of his debtor to the payment of his debts. But to prevent justice from being baffled, and a traffic in litigated titles, no alienation is allowed to be of any avail against the interests of the parties to a *lis pendens*. To constitute such a *lis pendens*, in this court, it is sufficient, that there be a bill filed and a *subpœna* returned served in a suit, the object of which is to affect the right to the estate. During the pendency of such suit, a defendant can, in no way, encumber or sell the estate to the prejudice of a plaintiff who may have a claim upon it; or of a party

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Henry Baker, senior, hath in his hands the sum of £100 current money, that being the consideration which he received for a house and lot in Charles Town, Cecil county, sold by him, and which house and lot had been devised to the said Francis Baker, by the said Henry Baker, senior, and was liable to the payment and satisfaction of the debt and interest thereon due to the complainant.

And it is further *Decreed*, that the same sum of £100, and interest thereon, from the 7th day of May, 1785, is and shall be assets in the hands of the said Francis Baker, devisee aforesaid, who is hereby ordered to pay the same to the complainant towards satisfaction of his debt, interest thereon and costs aforesaid.

And it is further *Decreed*, that the defendant Nathan Baker, devisee of Jethro Baker, who was devisee of Henry Baker, junior, who was devisee of Henry Baker, senior, hath in his hands the tract of land, called Vanbibber's Forest, liable to the payment and satisfaction of the sum of money aforesaid, and interest thereon, and costs hereby decreed to the complainant. And it is *Ordered*, that the said tract of land, called Vanbibber's Forest, is and shall be assets in the hands of the said Nathan Baker, devisee aforesaid, to satisfy the complainant the debt, interest and costs aforesaid.

And it is further *Decreed*, that the defendant Jeremiah Baker, hath in his hands a tract of land, called Clayfall, devised to him by the said Henry Baker, senior, deceased; that the said tract of land, being at the time of the decease of the said Henry Baker, senior, of the value of £900 current money, and at the same time under mortgage for a debt of £300 sterling, equal to £500 current money, and the same devisee having since redeemed the said mortgage, he, the said Jeremiah Baker, is answerable to the complainant for the sum of £400 current money, with interest thereon from the 7th day of May, 1785; it is, therefore, *Ordered*, that the defendant Jeremiah Baker, pay to the complainant towards the satisfaction of his debt, interests thereon and costs aforesaid, the sum of £400 current money, with interest thereon, from the 7th day of May, 1785, aforesaid.

And the said defendant Henry Baker, brother and heir of Samuel Baker, who was devisee of Henry Baker, senior, having stood out the process of this court, it is *Decreed*, that the complainant may proceed to take out a commission to prove his allegations against the said defendant Henry Baker, subject to such future order and decree therein, as this court shall make respecting the same; 1785, ch. 72, s. 19.—*Chancery Proceedings*, lib. S. H. H. lett. C. fol. 111, 136.

(j) *Ex parte*, Morton, 5 Ves. 449.